

156 FERC ¶ 61,186
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Cheryl A. LaFleur, Tony Clark,
and Colette D. Honorable.

Pacific Gas and Electric Company

Docket No. ER16-2176-000

ORDER GRANTING WAIVER

(Issued September 20, 2016)

1. On July 11, 2016, Pacific Gas and Electric Company (PG&E) filed a request for a one-time limited waiver of section 5.8.1.1 of its Generator Interconnection Procedures (GIP).¹ The waiver would allow Coldwell Solar, Inc. (Coldwell Solar), a generation interconnection customer, to enter into Generator Interconnection Agreements (GIA) with PG&E under PG&E's Wholesale Distribution Tariff (WDT). PG&E and Coldwell Solar originally proceeded under the interconnection process pursuant to the California Public Utilities Commission (CPUC) Electric Rule No. 21 (Rule 21),² for two of Coldwell Solar's generation projects, namely, Vaca Solar and Petaluma Solar (together, Projects). PG&E and Coldwell Solar subsequently realized that this was in error, but only after the deadline had passed for electing WDT GIAs pursuant to section 5.8.1.1 of the GIP. In this order, the Commission grants PG&E's request for waiver, as discussed below.

¹ PG&E, Wholesale Distribution Tariff, Attachment I, Generator Interconnection Procedures, section 5.8.1.1 – Rule 21 Interconnection Requests and One-Time Election of WDT GIA.

² Rule 21 is a CPUC-jurisdictional tariff that describes the interconnection, operating, and metering requirements for generation facilities to be connected to a utility's distribution system. It contains an interconnection request submission process at Rule 21(E). The Rule 21 tariff for each of California's large investor-owned utilities is available on each such utility's website. Information on Rule 21 is available on the CPUC's website at <http://www.cpuc.ca.gov/General.aspx?id=3962>.

I. Background

2. PG&E states that on July 24, 2014 and March 16, 2015, Coldwell Solar submitted an initial request with PG&E for a generating facility interconnection for the Vaca Solar and Petaluma Solar Projects, respectively, under the Rule 21 process. PG&E further explains that only after the deadline had passed for customers with interconnection requests originally submitted under Rule 21 to make a one-time election to enter into a GIA under section 5.8.1.1 of the WDT GIP did PG&E and Coldwell Solar become aware that, while Rule 21 required power purchase agreements, the particular power purchase agreements for the Projects were not acceptable under that rule. PG&E explains that it is therefore necessary for Coldwell Solar to make its interconnection requests for the Projects under the WDT GIP.³

3. Specifically, section 5.8.1.1 of the PG&E's WDT GIP states the following:

Interconnection Customers with Interconnection Requests originally submitted under CPUC Rule 21 may elect a WDT GIA by notifying the Distribution Provider in writing after completion of the study process but no later than seven (7) Calendar Days after completion of the ninety (90) Calendar Day negotiation period pursuant to Rule 21, Section F.2.e or Rule 21, Section F.3.e, or after notice period pursuant to Rule 21, Section 3.3.3 of the Fast Track Interconnection Agreement (Form 79-1144) or Detailed Study Interconnection Agreement. On the date the WDT GIA is executed by the Interconnection Customer and Distribution Provider, jurisdiction over the Interconnection Service reverts to the [the Commission], except as otherwise provided in the WDT GIA.⁴

4. In the instant filing, PG&E states that it seeks a one-time waiver of the timelines prescribed in section 5.8.1.1 of the GIP for Coldwell Solar who originally submitted the respective generating facility interconnection requests under Rule 21. Specifically, Coldwell Solar seeks to execute a WDT GIA for each Project beyond the notification deadlines without having to restart the application process.⁵

5. PG&E argues that the request for waiver meets the Commission's standards for granting waivers. First, PG&E argues that Coldwell Solar acted in good faith in submitting the applications for generator interconnection with PG&E under the Rule 21

³ PG&E Waiver Request at 2.

⁴ *Id.* at 2-3.

⁵ *Id.* at 1.

process and that both PG&E and Coldwell Solar acted in good faith believing that the applications were properly made under that process. Second, PG&E argues that the requested waiver is limited in scope because it allows Coldwell Solar to request a WDT GIA for each project, as if the requests were timely. Third, PG&E argues that the waiver addresses a concrete problem that occurred because the request for generator interconnection under Rule 21 was made in error and the error was not identified by Coldwell Solar or PG&E until after the deadline to make the one-time election for the WDT GIA.⁶

6. Finally, PG&E argues that waiver of the deadline to make a one-time election of a WDT GIA will not adversely affect any third parties or cause undue harm to Coldwell Solar or other interconnection customers. Specifically, PG&E explains that there are no other customers in its queue requesting the same interconnection points as Coldwell Solar; thus, no other projects will be affected by PG&E's request for waiver.⁷ PG&E states that upon receipt of the Commission's grant of the waiver, PG&E and Coldwell Solar will execute *pro forma* GIAs under PG&E's WDT for each Project.⁸ PG&E further states that it is authorized to represent that Coldwell Solar supports its filing.⁹

II. Notice of Filing

7. Notice of PG&E's July 11, 2016 filing was published in the *Federal Register*, 81 Fed. Reg. 46,663 (2016), with interventions and protests due on or before August 1, 2016. None were filed.

III. Discussion

8. The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.¹⁰ We find that PG&E's requested waiver satisfies these conditions, as discussed below.

⁶ *Id.* at 3-4.

⁷ *Id.* at 4.

⁸ *Id.* at 1-2 and 4.

⁹ *Id.* at 1.

¹⁰ *See, e.g., Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,059, at P 14 (2016); *Calpine Energy Servs., Inc.*, 154 FERC ¶ 61,082, at P 12 (2016); *New York Power Auth.*, 152 FERC ¶ 61,058, at P 22 (2015).

9. We find that, while PG&E and Coldwell Solar discovered after the one-time election deadline that the applications for generator interconnection were improperly made under the Rule 21 process, PG&E and Coldwell Solar acted in good faith when they proceeded under that process rather than under PG&E's WDT.¹¹ We also find that the requested waiver is of limited scope because it applies only to the timeline prescribed in section 5.8.1.1 and specifically only for Coldwell Solar's Projects. Further, we find that PG&E's requested waiver addresses a concrete problem, which occurred as a result of the Coldwell Solar's request for generating facility interconnection under the wrong process, with neither Coldwell Solar nor PG&E recognizing the error until after the deadline for electing a WDT GIA had passed. Finally, we find that the waiver will not have undesirable consequences, such as harming third parties, because none of PG&E's other interconnection customers have projects interconnecting at the same substation. Thus, no other interconnection customers or projects are affected by PG&E's request for waiver. Based on the foregoing, we will grant PG&E's request for limited waiver of section 5.8.1.1 of its WDT GIP as it applies to the notification deadlines provided therein.

The Commission orders:

PG&E's request for waiver is granted, as discussed in the body of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

¹¹ We note that PG&E does not explain why the power purchase agreements for the Projects were not acceptable under Rule 21. However, we find that, based on the circumstances here, this does not bear on our conclusion to grant the waiver.